

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Ashley Strouse

(b) County of Residence of First Listed Plaintiff Hudson
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Kevin Console, Esq.,
Console Mattiacci Law
110 Marter Avenue, Suite 502, Moorestown, NJ 08057 215-545-7676

DEFENDANTS

Icon Eyeware, Inc.

County of Residence of First Listed Defendant Bergen
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Third XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input checked="" type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
42 U.S.C. §2000(e), et seq. ("Title VII"), 29 U.S.C. §2601, et seq. ("FMLA")

Brief description of cause:

Plaintiff is alleging sex discrimination, pregnancy discrimination, and FMLA violations.

VII. REQUESTED IN COMPLAINT:

- ☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
- DEMAND \$**
in excess of \$75,000
- CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S)IF ANY N/A

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

09/07/2017

FOR OFFICE USE ONLY

Kevin Console, Esquire

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

IN THE UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF NEW JERSEY

ASHLEY STROUSE
Weehawken, NJ 07086

Plaintiff,

v.

ICON EYEWEAR, INC.
5 Empire Boulevard
South Hackensack, NJ 07606

Defendant.

CIVIL ACTION NO.

JURY TRIAL DEMANDED

COMPLAINT

I. INTRODUCTION

Plaintiff, Ashley Strouse, brings this action against her former employer, Icon Eyewear, Inc. ("Defendant"). Defendant terminated Plaintiff one (1) week after Plaintiff notified Defendant of her pregnancy and her need for maternity leave, and days after she objected to Defendant's discriminatory comments regarding her pregnancy, without any legitimate reason to do so. Prior to informing Defendant of her pregnancy, Plaintiff had no indication that her job was in jeopardy. Defendant's sex- and pregnancy-based discriminatory and retaliatory conduct towards Plaintiff violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, *et seq.* ("Title VII") and the New Jersey Law Against Discrimination, as amended, N.J.S.A. 10:5-1, *et seq.* ("NJLAD"). Defendant also violated the Family Medical Leave Act, 29 U.S.C. §2601, *et seq.*

(“FMLA”) by terminating Plaintiff shortly after, and because of, her request for an upcoming FMLA-protected maternity leave. Plaintiff seeks damages, including economic loss, liquidated damages, compensatory damages, punitive damages, costs and attorney’s fees, and all other relief this Court deems appropriate.

II. PARTIES

1. Plaintiff, Ashley Strouse, is an individual and a citizen of the state of New Jersey. She resides in Weehawken, NJ.

2. Plaintiff is female.

3. As of the time that Plaintiff would have commenced her FMLA-protected maternity leave in or around July 2017 (had Plaintiff’s employment not been terminated beforehand), Plaintiff would have been employed for at least twelve hundred and fifty (1,250) hours of service during the preceding twelve (12) month period.

4. At all relevant times, Defendant employed more than fifty (50) people within a seventy-five (75) mile radius of Plaintiff’s workplace.

5. Defendant maintains a principal place of business located at 5 Empire Boulevard, South Hackensack, NJ 07606.

6. Plaintiff worked at Defendant’s offices located at 5 Empire Boulevard, South Hackensack, NJ 07606.

7. Defendant is engaged in an industry affecting interstate commerce and regularly does business in the state of New Jersey.

8. At all times material hereto, Defendant acted by and through its authorized agents, servants, workmen, and/or employees acting within the

course and scope of their employment with Defendant and in furtherance of Defendant's business.

9. At all times material hereto, Defendant acted as an employer within the meanings of the statutes which form the basis of this matter.

10. At all times material hereto, Plaintiff was an employee of Defendant within the meanings of the statutes which form the basis of this matter.

III. JURISDICTION AND VENUE

11. The causes of action which form the basis of this matter arise under Title VII, the FMLA and the NJLAD.

12. The District Court has jurisdiction over Count I (Title VII) pursuant to 42 U.S.C. §2000e-5 and 28 U.S.C. §1331.

13. The District Court has jurisdiction over Count II (FMLA) pursuant to 29 U.S.C. §2617(a)(2) and 28 U.S.C. §1331.

14. The District Court has supplemental jurisdiction over Count III (NJLAD) pursuant to 28 U.S.C. §1367.

15. Venue is proper in the District Court under 28 U.S.C. §1391(b).

16. On or about February 14, 2017, Plaintiff filed a Charge of Discrimination with the Equal Employment Opportunity Commission ("EEOC"), complaining of acts of discrimination and retaliation alleged herein. Attached hereto, incorporated herein and marked as Exhibit "1" is a true and correct copy of the EEOC Charge of Discrimination (with personal identifying information redacted).

17. On or about June 13, 2017, the EEOC issued to Plaintiff a Dismissal

and Notice of Rights for her EEOC Charge. Attached hereto, incorporated herein and marked as Exhibit "2" is a true and correct copy of that notice (with personal identifying information redacted).

18. Plaintiff has fully complied with all administrative prerequisites for the commencement of this action.

IV. FACTUAL ALLEGATIONS

19. Plaintiff was hired by Defendant on or about May 4, 2016 and began her employment with Defendant on or about May 31, 2016.

20. Plaintiff held the job title of National Accounts Manager and worked in the Sales Department.

21. Throughout the course of her employment with Defendant, Plaintiff consistently demonstrated excellent performance and dedication to Defendant. Plaintiff performed her duties in a highly-competent manner.

22. Plaintiff reported to Barry Shashoua (male), Vice President of Sales.

23. On or about Friday, January 13, 2017, Plaintiff informed Shashoua that she was pregnant.

24. Plaintiff specifically informed Shashoua that she was beginning her second trimester and that her due date was July 24, 2017. She also informed Shashoua that she planned on working up until she gave birth and that she would be returning to work following her maternity leave.

25. Shashoua appeared shocked and unhappy when Plaintiff informed him of her pregnancy.

26. In response to Plaintiff informing him of her pregnancy, Shashoua told

Plaintiff, "You girls are really killing me."

27. Shashoua also told Plaintiff that now it made sense to him as to why he thought Plaintiff's attitude had changed, and that something was "off," and that now he knows why.

28. Plaintiff understood Shashoua's comments to be referring to her pregnancy.

29. After learning of Plaintiff's pregnancy and upcoming FMLA-protected maternity leave, Shashoua belittled Plaintiff and spoke negatively about Plaintiff to another employee of Defendant.

30. After learning of Plaintiff's pregnancy and upcoming FMLA-protected maternity leave, Shashoua falsely blamed Plaintiff, for the first time, for delays in processing orders, which Plaintiff had been discussing with him over the course of the prior two (2) months.

31. On or about Monday, January 16, 2017, Plaintiff informed Mike Cotton (male), Executive Vice President, that she was pregnant.

32. Plaintiff informed Cotton that her due date was July 24, 2017. Plaintiff told Cotton that she planned on working up until she gave birth and that she would be returning to work following her maternity leave.

33. On or about Monday, January 16, 2017, Plaintiff objected to Shashoua's comments to her from Friday, January 13, 2017, telling Shashoua that the comments were upsetting to her.

34. In response, Shashoua told Plaintiff that she needed to be more aggressive, and referenced a male peer as an example of an employee who

was, in Shashoua's opinion, more aggressive.

35. On or about Friday, January 20, 2017, Shashoua and Cotton called Plaintiff into a meeting at the end of the day and terminated Plaintiff, effective immediately.

36. During this termination meeting, Cotton brought to Plaintiff's attention, for the first time, a complaint from a client, which was not legitimate. Cotton also stated that Plaintiff's budget for 2016 came in low and that the 2017 budget was not looking good.

37. Cotton told Plaintiff that, based on her performance and the client's complaint, Defendant did not feel that Plaintiff was "a good fit."

38. During the termination meeting, Plaintiff disputed the allegations from the client.

39. In response, Cotton admitted to Plaintiff that the client who complained was "crazy."

40. Plaintiff also disputed the alleged issues with her budget numbers.

41. During the meeting, Plaintiff informed Cotton that Shashoua had made derogatory comments to her about her sex and pregnancy on January 13, 2017.

42. In response, Cotton laughed and said that Shashoua was probably joking.

43. Upon information and belief, Defendant did not treat similarly-situated male employees, non-pregnant female employees, non-complaining employees and/or employees who had not attempted to exercise their FMLA rights, in the same or similar manner.

44. By way of example only, and without limitation, Defendant did not terminate Michael Fletcher (male), who also works in Defendant's Sales Department, after at least two (2) clients complained about Fletcher and requested that he be removed from the clients' accounts. The same week that Defendant received a client complaint about Plaintiff, Defendant received a client complaint about Fletcher. Plaintiff, a pregnant female who objected to Shashoua's sex-based comments, was terminated, while Fletcher, a male who had no such complaints, was not terminated. Upon information and belief, Fletcher remains employed at Defendant despite the client complaints about him.

45. By way of further example, and without limitation, another one of Plaintiff's non-pregnant and non-complaining coworkers was, unlike Plaintiff, provided with warning and an opportunity to remedy alleged performance deficiencies.

46. By way of further example, and without limitation, other male employees, non-pregnant female employees, non-complaining employees and/or employees who had not attempted to exercise their FMLA rights were not belittled, were not told that they were "off," were not told that they were "killing" Shashoua, were not provided with unfounded performance criticism and were not abruptly terminated for false and pretextual reasons without prior warning.

47. Defendant did not provide Plaintiff with any documentation addressing her alleged performance deficiencies prior to her termination.

48. After Plaintiff notified Defendant, on January 13, 2017, that she was pregnant and would be initiating an FMLA-protected maternity leave, Defendant

for the first time raised performance criticisms, alleged a client complaint and then terminated Plaintiff's employment, all within one (1) week, on January 20, 2017.

49. Plaintiff was approximately three (3) months pregnant at the time of her termination.

50. Plaintiff was terminated approximately four (4) days after she objected to Shashoua's January 13, 2017 sex- and pregnancy-based discriminatory comments, which directly followed Plaintiff informing Shashoua of her pregnancy.

51. Prior to informing Defendant of her pregnancy, Plaintiff received positive feedback and compliments on her performance.

52. By way of example only, and without limitation, in or around September 2016, when Plaintiff asked for her three (3) month review, Shashoua and Mike Cotton (male), Executive Vice President, told Plaintiff that she was fine, so she did not need a review.

53. Prior to informing Defendant of her pregnancy, Plaintiff had no indication that Defendant allegedly found her performance deficient and no indication that her job was in jeopardy.

54. Plaintiff was not informed of any alleged issues regarding her performance or any alleged issues regarding delayed orders or any alleged issues with her budget or any other alleged issues until after she informed Defendant of her pregnancy.

55. It is undisputed that Defendant did not make the decision to terminate Plaintiff's employment until after she informed Defendant of her pregnancy.

56. Defendant's performance-based stated reasons for Plaintiff's termination are false and a pretext for unlawful discrimination and retaliation.

57. Upon information and belief, Defendant was aware of at least one (1) other female employee complaining of Shashoua's sex-based discrimination in the workplace.

58. Defendant failed to prevent or address the discriminatory and retaliatory conduct referred to herein and further failed to take corrective and remedial measures to make the workplace free of discriminatory and retaliatory conduct.

59. Plaintiff's sex and pregnancy were motivating and/or determinative factors in connection with Defendant's discriminatory treatment of Plaintiff, including subjecting Plaintiff to a hostile work environment and terminating her employment.

60. Plaintiff informing Defendant of her intent to take an FMLA-protected maternity leave was considered as a negative factor, and was a motivating and determinative factor in Defendant's decision to terminate Plaintiff.

61. Plaintiff's objections to Defendant's discriminatory conduct were motivating and/or determinative factors in connection with Defendant's retaliatory treatment of Plaintiff, including subjecting Plaintiff to a hostile work environment and terminating her employment.

62. The retaliatory actions taken against Plaintiff after she complained of discriminatory conduct would have discouraged a reasonable employee from complaining about discrimination.

63. Plaintiff put Defendant on notice of her intent to initiate an FMLA-protected maternity leave beginning on or about July 24, 2017 (her due date), at which point she would have been eligible for FMLA coverage.

64. Defendant retaliated against Plaintiff for her attempting to exercise her FMLA rights.

65. Defendant interfered with Plaintiff's right to take an FMLA-protected leave.

66. The discriminatory and retaliatory conduct of Defendant, as alleged herein, was severe and/or pervasive enough to make a reasonable person believe that the conditions of employment had been altered and that a hostile work environment existed, and made Plaintiff believe that the conditions of employment had been altered and that a hostile work environment existed.

67. As a direct and proximate result of Defendant's discriminatory and retaliatory conduct, Plaintiff has in the past incurred, and may in the future incur, a loss of earnings and/or earning capacity, loss of benefits, pain and suffering, embarrassment, humiliation, loss of self-esteem, mental anguish, and loss of life's pleasures, the full extent of which is not known at this time.

68. Plaintiff is now suffering and will continue to suffer irreparable injury and monetary damages as a result of Defendant's discriminatory and retaliatory acts unless and until this Court grants the relief requested herein.

69. No previous application has been made for the relief requested herein.

COUNT I – Title VII

70. Plaintiff incorporates herein by reference paragraphs 1 through 69 above, as if set forth herein in their entirety.

71. By committing the foregoing acts of discrimination and retaliation against Plaintiff, Defendant has violated Title VII.

72. Defendant acted intentionally, and with malice and/or reckless indifference to Plaintiff's rights, and its conduct warrants the imposition of punitive damages.

73. As a direct and proximate result of Defendant's violation of Title VII, Plaintiff has suffered the damages and losses set forth herein and has incurred attorneys' fees and costs.

74. Plaintiff is now suffering and will continue to suffer irreparable injury and monetary damages as a result of Defendant's discriminatory and retaliatory acts unless and until this Court grants the relief requested herein.

75. No previous application has been made for the relief requested herein.

COUNT II – FMLA

76. Plaintiff incorporates herein by reference paragraphs 1 through 75 above, as if set forth herein in their entirety.

77. By committing the foregoing acts against Plaintiff, Defendant has violated the FMLA.

78. As a result of Defendant retaliating against Plaintiff for exercising her right to take leave, Defendant denied Plaintiff her rights under the FMLA.

79. Said violations were not in good faith, and Defendant did not have reasonable grounds to believe that the foregoing acts were not in violation of the FMLA, and warrant the imposition of liquidated damages.

80. As a direct and proximate result of Defendant's violation of the FMLA, Plaintiff has suffered damages and losses set forth herein and has incurred attorneys' fees and costs.

81. Plaintiff is now suffering and will continue to suffer irreparable injury and monetary damages as a result of Defendant's violations of the FMLA unless and until this Court grants the relief requested herein and has incurred attorneys' fees and costs.

82. No previous application has been made for the relief requested herein.

COUNT III – NJLAD

83. Plaintiff incorporates herein by reference paragraphs 1 to 82 above, as if set forth herein in their entirety.

84. By committing the foregoing acts of discrimination and retaliation against Plaintiff, Defendant has violated the NJLAD.

85. Members of Defendant's upper management had actual participation in, or willful indifference to, Defendant's wrongful conduct described herein, and their conduct warrants the imposition of punitive damages against Defendant.

86. As a direct and proximate result of Defendant's discriminatory and retaliatory conduct, Plaintiff has sustained the injuries, damages, and losses set forth herein, and has incurred attorney's fees and costs.

87. Plaintiff is now suffering and will continue to suffer irreparable injury and monetary damages as a result of Defendant's discriminatory and retaliatory acts unless and until this Court grants the relief requested herein.

88. No previous application has been made for the relief requested herein.

RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in favor of Plaintiff and against Defendant:

(a) declaring the acts and practices complained of herein to be in violation of Title VII;

(b) declaring the acts and practices complained of herein to be in violation of the FMLA;

(c) declaring the acts and practices complained of herein to be in violation of the NJLAD;

(d) entering judgment against Defendant and in favor of Plaintiff in an amount to be determined;

(e) enjoining and restraining permanently the violations alleged herein;

(f) awarding compensatory damages to Plaintiff to make Plaintiff whole for all past and future lost earnings, benefits, and earning capacity, which Plaintiff has suffered and will continue to suffer as a result of Defendant's discriminatory and retaliatory conduct;

(g) awarding compensatory damages to Plaintiff for past and future emotional upset, mental anguish, humiliation, loss of life's pleasures, and pain and suffering;

(h) awarding Plaintiff costs of this action, together with reasonable attorney's fees;

(i) awarding punitive damages to Plaintiff under Title VII;

(j) awarding punitive damages to Plaintiff under the NJLAD;

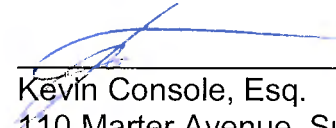
(k) awarding liquidated damages to Plaintiff under the FMLA;

(l) awarding Plaintiff such other damages as are appropriate under Title VII, the FMLA and the NJLAD; and

(m) granting such other and further relief as this Court deems appropriate.

CONSOLE MATTIACCI LAW LLC

Dated: September 7, 2017

BY: 
Kevin Console, Esq.
110 Marter Avenue, Suite 502
Moorestown, NJ 08057
Telephone: (215) 545-7676
kevinconsole@consolelaw.com

Attorney for Plaintiff,
Ashley Strouse

EXHIBIT 1

CHARGE OF DISCRIMINATION		AGENCY <input type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC	CHARGE NUMBER
This form is affected by the Privacy Act of 1974; See privacy statement before consolidating this form.			
STATE OR LOCAL AGENCY:			
NAME (Indicate Mr., Ms., Mrs.) Ashley Strouse		HOME TELEPHONE NUMBER (Include Area Code) [REDACTED]	
STREET ADDRESS [REDACTED]	CITY, STATE AND ZIP Weehawken, NJ 07086	DATE OF BIRTH [REDACTED]	
NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP, COMMITTEE, STATE OF LOCAL GOVERNMENT WHO DISCRIMINATED AGAINST ME (If more than one than list below)			
NAME Icon Eyewear, Inc.	NUMBER OF EMPLOYEES, MEMBERS >15	TELEPHONE (Include Area Code) (201) 330-9333	
STREET ADDRESS 5 Empire Boulevard	CITY, STATE AND ZIP South Hackensack, NJ 07606	COUNTY Bergen	
CAUSE OF DISCRIMINATION (Check appropriate box(es)) <input type="checkbox"/> Race <input type="checkbox"/> Color <input checked="" type="checkbox"/> Sex <input type="checkbox"/> Religion <input type="checkbox"/> National Origin <input checked="" type="checkbox"/> Retaliation <input type="checkbox"/> Age <input type="checkbox"/> Disability <input checked="" type="checkbox"/> Other (Specify) Pregnancy		DATE DISCRIMINATION TOOK PLACE Earliest _____ Latest 01/20/2017	
The Particulars Are:			
A. 1. Relevant Work History			
I was hired by Respondent on May 4, 2016, and began my employment on May 31, 2016 as a National Accounts Manager in the Sales Department. I reported to Barry Shashoua (male), Vice President of Sales.			
On January 13, 2017, I informed Shashoua that I am pregnant. On January 20, 2017, I was terminated from my employment with Respondent.			
I consistently demonstrated excellent performance and dedication to Respondent. I performed my duties in a highly-competent manner. Before informing Respondent of my pregnancy, I received positive feedback and compliments on my positive performance.			
I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or telephone number and cooperate fully with them in the processing of my charge in accordance with their procedures		NOTARY - (when necessary for State and Local Requirements) I swear of affirm that I have read the above charge and that it is true to the best of my knowledge information and belief.	
I declare under penalty or perjury that the foregoing is true and correct.			
Date: 2/13/17	Charging Party (Signature): Ashley Strouse	SIGNATURE OF COMPLAINANT SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Day Month, and year)	

EEOC Charge of Discrimination

Page 2 of 3

Initials of Charging Party – 

2. Harm Summary

I have been discriminated against, including being subjected to a hostile work environment, because of my sex (female) and my pregnancy, and have been retaliated against because of my complaints of Respondent's discriminatory conduct. Evidence of the discriminatory and retaliatory conduct to which I have been subjected includes, but is not limited to, the following:

- (a) Prior to my informing Respondent that I am pregnant, I received positive feedback regarding my performance, including that, in September 2016, when I asked for my three (3) month review, Shashoua and Mike Cotton (male), Executive Vice President, laughed and told me that I was fine, so I did not need a review.
- (b) On Friday, January 13, 2017, I informed Shashoua of my pregnancy. I informed Shashoua that I was beginning my second trimester, and that my due date is July 24, 2017. I informed Shashoua that I intended to return to work at Respondent following my pregnancy.
- (c) Shashoua appeared shocked and unhappy when I informed him that I am pregnant. Shashoua then stated, "You girls are really killing me."
- (d) Shashoua stated that now it made sense that he thought my attitude had changed in or around October 2016, and that something with me was "off." Shashoua stated "Something has changed and we know why." I understood him to be referring to my pregnancy, as the comment indicated to me.
- (e) After learning that I am pregnant, Shashoua belittled me, and spoke negatively about me to another employee at Respondent.
- (f) After I informed Shashoua of my pregnancy, Shashoua blamed me, for the first time, for delays in orders, which I had been discussing with him for the two (2) prior months.
- (g) On Monday, January 16, 2017, I informed Cotton that I am pregnant. I informed Cotton that I intended to return to work at Respondent following my pregnancy.
- (h) On Monday, January 16, 2017, I told Shashoua that his comments to me on Friday, January 13, 2017 were upsetting to me. Shashoua responded that he needed me to be more aggressive.
- (i) On Friday, January 20, 2017, Shashoua and Cotton called me into a meeting at the end of the day. Cotton brought to my attention an email from a customer, and stated that they needed to address the complaints in the customer's email. Cotton then stated that my budget for 2016 came in low and the 2017 budget was not looking good.
- (j) Cotton stated that, based on my performance and this customer email, Respondent did not feel that I was a good fit. Cotton stated that, because of these reasons, Respondent is not terminating me because of my pregnancy.
- (k) I was terminated on the spot, effective immediately.

EEOC Charge of Discrimination

Page 3 of 3

Initials of Charging Party – *MS*

- (l) I told Cotton that I wanted to address the email from the customer. Cotton stated that the customer was "crazy." I then addressed the budget numbers. I questioned why the concerns over budget issues were not brought to my attention sooner, such as when I reviewed the numbers with Shashoua in October 2016. Cotton stated that he did not know what to tell me.
- (m) I informed Cotton that Shashoua had made derogatory comments about my pregnancy. Cotton laughed and said Shashoua was probably joking.
- (n) Unlike my non-pregnant coworker, I was not provided with any warning or any opportunity to remedy my alleged performance deficiencies. Respondent provided me with no documentation addressing my alleged performance deficiencies.
- (o) At the time of my termination, I was approximately three (3) months pregnant.
- (p) Before I informed Respondent I am pregnant, I had no indication that my job was in jeopardy.
- (q) Upon information and belief, Respondent did not target or treat in the same way similarly-situated male or non-pregnant females.

B. 1. Respondents' Stated Reasons

- (a) Respondent's performance-related explanation for terminating my employment is pretext for unlawful sex and pregnancy discrimination.
- (b) Respondent's performance-related explanation for terminating my employment is pretext for unlawful retaliation because of my complaints of discrimination.

C. 1. Statutes and Bases for Allegations

I believe that Respondent has discriminated against me, including subjecting me to a hostile work environment, based on my sex (female) and my pregnancy, and has retaliated against me because of my complaints about Respondent's discriminatory conduct in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(e), *et seq.* ("Title VII"); and the New Jersey Law Against Discrimination, as amended, N.J.S.A. § 10:5-1, *et seq.* ("NJLAD"), as set forth herein.

EXHIBIT 2

EEOC Form 161 (11/16)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

DISMISSAL AND NOTICE OF RIGHTS

To: **Ashley Strouse**
 [REDACTED]
 Weehawken, NJ 07086

From: **Newark Area Office**
 283-299 Market Street
 Two Gateway Center, Suite 1703
 Newark, NJ 07102

☐

On behalf of person(s) aggrieved whose identity is
 CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.

EEOC Representative

Telephone No.

524-2017-00507

Rayba Watson,
Enforcement Supervisor

(973) 645-6021

THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

☐

The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.

☐

Your allegations did not involve a disability as defined by the Americans With Disabilities Act.

☐

The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.

☐

Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge

☒

The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.

☐

The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.

☐

Other (briefly state)

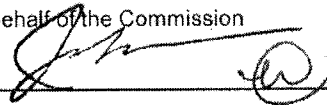
- NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act: This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit **must be filed WITHIN 90 DAYS of your receipt of this notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

Equal Pay Act (EPA): EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission



John Waldinger,
 Area Office Director

JUN 13 2017

(Date Mailed)

Enclosures(s)

cc: **Meredith Cavallaro, Esq.**
Paduano & Weintraub
 1251 Ave. of the Americas, 9th fl.
 New York, NY 10020

Emily R. Derstine Friesen
CONSOLE LAW OFFICES
 1525 Locust Street, 9th Fl.
 Philadelphia, PA 19102